

NO. 22300
Filed with the Secretary of State
Date Filed: 04/08/98

Debra Bayless
Secretary of State

AG Contract No. KR98 0332TRN
ADOT ECS File No. JPA 97-220
Project: STP-013-1(13)P/H3139 03C
Section: I-10 Frontage Road

By: Vicki A. Greenwald

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

THE CITY OF BENSON

THIS AGREEMENT is entered into 8 APRIL, 1998,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-
954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF BENSON, acting by and through its MAYOR and CITY COUNCIL
(the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-401 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has authorized
the undersigned to execute this agreement on behalf of the City.

3. Incident to an improvement project on I-10 contemplated
by the State in the City, part of which includes the
reconfiguration of the south I-10 frontage road at the
intersection of State Route 90 to provide safer access to private
property, the City has requested the State accelerate the
frontage road reconfiguration portion of the project. The State
and the City have agreed that the City will design and construct
the frontage road reconfiguration, at State expense, at a cost to
the State of not to exceed \$225,000.00, hereinafter referred to
as the Project, and the transfer of ownership jurisdiction and
maintenance responsibility from the State to the City of the
frontage road, as shown on Exhibit A, which is attached hereto
and made a part hereof.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

II. SCOPE OF WORK

1. The City will:

a. Provide, to State standards, design plans, specifications and such other documents and services required for construction bidding and construction. Incorporate State review comments.

b. Invoice the State for the cost of the Project, in an amount not to exceed \$225,000.00. Be responsible for all costs of the Project over and above the State's contribution of \$225,000.00. Comply with all applicable State procurement laws, rules and regulations.

c. Call for bids and award one or more construction contracts for the project. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation attributable to the City.

d. Upon completion of the Project improvements and expenditure of funds, and upon approval of and by resolution of the City Council, accept ownership jurisdiction and maintenance responsibility for the South I-10 frontage Road from the South I-10 frontage road from 590 feet west of the intersection with SR-90 on a new alignment of 1635 feet to the intersection with SR-90, 690 feet south of the existing intersection of the frontage road at SR-90.

e. Waive the requirements of Arizona Revised Statute 28-7209 (formerly ARS 28-106).

2. The State will:

a. Review the design documents and provide comments.

b. Within 30 days after receipt and approval of an invoice, pay the City in an amount not to exceed \$225,000.00 as the cost of the Project. Be responsible for any contractor claims for extra compensation attributable to the State.

c. Upon completion of the project improvements, and upon approval of and by resolution of the Transportation Board, abandon ownership jurisdiction and maintenance responsibility for the South I-10 frontage road from 590 feet west of the intersection with SR-90 on a new alignment of 1635 feet to the intersection with SR-90, 690 feet south of the existing intersection of the frontage road at SR-90.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said project and transfer of ownership jurisdiction; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Benson
City Manager
160 S. Huachuca Street
Benson, AZ 85602

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF BENSON

STATE OF ARIZONA

Department of Transportation

By Jim Crawford
JAMES M. CRAWFORD
Mayor

By William Wright
EDWARD D. WRIGHT
Deputy State Engineer

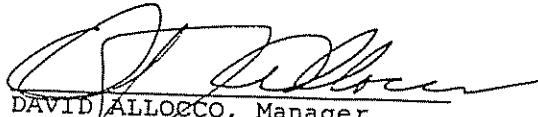
ATTEST

By Karen Wells
KAREN WELLS
City Clerk

RESOLUTION

BE IT RESOLVED on this 3rd day of December 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Benson for the purpose of defining responsibilities for the design, construction and maintenance of improvements to South I-10 frontage road at SR-90 in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.


DAVID ALLOCCO, Manager
Engineering Technical Group
for Larry S. Bonine, Director

RESOLUTION NO. 5-98

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF BENSON, ARIZONA, AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA PROVIDING FOR DESIGN AND CONSTRUCTION OF A PORTION OF THE I-10 FRONTAGE ROAD.

WHEREAS, the State of Arizona, acting through its Department of Transportation, hereinafter referred to as "ADOT", desires to relocate the I-10 frontage road located within the City of Benson; and,


WHEREAS, the proposed relocation would be to a dedicated City street; and,

WHEREAS, the relocated frontage road will be built to city specifications and benefit the City of Benson.

BE IT NOW RESOLVED that the City of Benson enter into an Intergovernmental Agreement with ADOT whereby the City will undertake to call for bids for the design and construction of the aforementioned frontage road, all in accordance with City specifications, and thereafter to review the same with ADOT and upon acceptance and approval by ADOT, to invoice the State of Arizona for the cost of the project, not to exceed \$225,000.00, and upon receipt of the State funds, to award a contract to the most acceptable design and construction provider, all in accordance with applicable State procurement laws, rules and regulations, and thereafter to inspect the same and upon completion of the design and construction to pay the same, said Intergovernmental Agreement to be in substantially the form of the attached Exhibit "A", incorporated by reference as if here fully set forth, and,

FURTHER, that the Mayor be authorized to execute the same on behalf of the City of Benson.

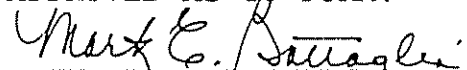
PASSED AND RESOLVED BY THE MAYOR AND CITY COUNCIL OF BENSON, ARIZONA, this 16th day of March, 1998.


JIM CRAWFORD - Mayor

ATTEST:


KAREN H. WELLS - City Clerk

APPROVED AS TO FORM:

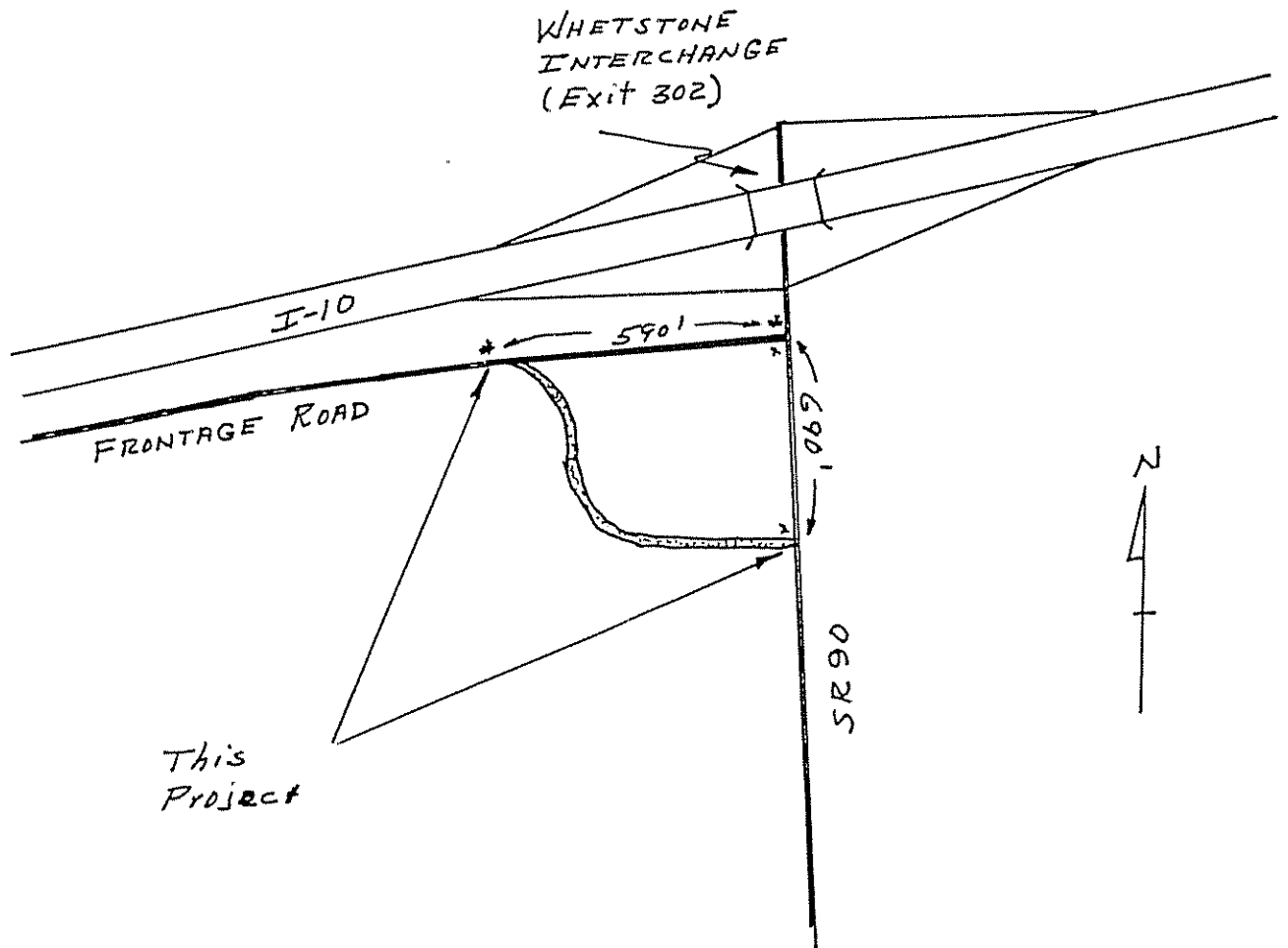

MARK E. BATTAGLIA - City Attorney

APPROVAL OF THE BENSON CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF BENSON and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 16th day of March, 1998.

Mark E. Jurek
City Attorney





GRANT WOODS
ATTORNEY GENERAL

STATE OF ARIZONA
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1275 WEST WASHINGTON, PHOENIX 85007-2926

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INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR98-0332TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE April 1, 1998.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/11498

Enc.